

David S. Weinberg, Assignee, for the purpose of foreclosure, which assignment was made on the 30th day of January, 1968, and recorded in Liber 691, folio 172, one of said Land Records.

2. That there is still due and owing unto your Petitioner by the note secured by the said real estate mortgage the principal sum of Eighteen Thousand Dollars (\$18,000.00) plus interest thereon from August 23, 1963 to January 30, 1968, in the sum of Forty-seven Hundred Ninety-one Dollars (\$4,791.00), making a total indebtedness of Twenty-two Thousand Seven Hundred and Ninety-one Dollars (\$22,791.00), as referred to in the mortgage claim.

3. That there is contained in said real estate mortgage a provision that if default be made by the said Rudolph T. Savarese, unmarried, in the payment of the said promissory note or any installment thereof, then the same shall mature and become payable and it shall then be lawful for Clifton J. McDonald, or his Assignee, to sell the said real estate to satisfy and pay said debt, interest and all costs incident to said sale, and default having been made in the payment of the principal and interest of said debt, your Petitioner, as Assignee, became duly authorized to execute the power of sale contained in said mortgage by reason of said default.

4. That having first advertised the said real property at least once a week for three successive weeks prior to the date of sale in the News-Post, a newspaper published in Frederick County, Maryland, setting forth the time, place, manner and terms of said sale, as will appear by the certificate of publication filed herewith as Exhibit 2, which is prayed may be taken and considered a part hereof, and after filing a duly approved bond, your Petitioner proceeded to sell said real estate at the Court House door in Frederick City, Frederick County, Maryland, on Wednesday, March 6, 1968, at 10 o'clock A.M., and your Petitioner attending said sale then and there sold the said real estate unto Joseph P. Urie, he being then